

(Rs. Six Lacs Fifty Thousand only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 602



भारत 13477 NON JUDICIAL गोंय
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D-5/STP(V)/C.R./35/33/2011-RD

Rs.0650000/- PB7122

INDIA STAMP DUTY GOA

Name of Purchaser MILIND. S. SUBHEDAR . .

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

Jelha

AUTHORISED SIGNATORY



AGREEMENT FOR SALE CUM DEVELOPMENT

THIS AGREEMENT FOR SALE CUM DEVELOPMENT is
made at Vasco Da Gama, Goa on this the 06th September
the year 2019

...2/-

[Signature]

[Signature]

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BETWEEN

ANS CONSTRUCTIONS PRIVATE LIMITED, a Private Limited Company incorporated Under the Companies Act 1956 having its registered office at E2/B1, Extension Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 Pan Card no [REDACTED] herein after represented by its Deputy General Manager **MR.GURUNATH DHAKU NAIK**, s/o late Dhaku Laxman Naik, age 52 years, service, married, PAN Card No. [REDACTED], Aadhar Card No. [REDACTED], Indian National, resident of M Tech Housing Project, MES Junction, Airway Housing Colony, N.H. 17-B, Sancoale, Quarinagar, Goa – 403 726 vide resolution dated 24.07.2019 herein referred to as **THE OWNERS** which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, administrators, executors and assigns) of **THE ONEPART**

AND

SIDDHARTH CONSTRUCTIONS, proprietorship concern of **MR. MILIND SUBHEDAR**, son of Sharad Krishnarao Subhedar, aged 44 years, businessman, PAN CARD NO. [REDACTED], Aadhar Cardno. [REDACTED] Indian National, residing at Housing board Colony, Baina, Vasco Da Gama, Goa herein referred to as **THE DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors in interests, administrators, executors and assigns) of **THE OTHERPART**.

All the parties hereto are Indian Nationals.

WHEREAS there exists a property known as **COTAMBA**, total admeasuring an area of 21016sq mts situated in Sancoale, within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Salcete and not enrolled in the Land Revenue Records and the property is presently surveyed under survey no 178 sub division no 1-A-L of Sancoale Village and is bounded as under:-

...3/-

[Signature]

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North: by road and remaining of property survey no 178/1 of Sancoale Village

South: by the remaining of property of survey no 178/1 of Sancoale Village survey no 178/3 & 4 of Sancoale Village

East: by road and remaining of property of survey no 178/1 of Sancoale Village

West: by road and remaining of property of survey no 178/1 of Sancoale Village which is more particularly described in the Schedule I herein below written. The property described in the schedule I shall hereinafter referred to as **"THE SAID PROPERTY"**.

AND WHEREAS the said property originally belonged to Comunidade of Sancoale.

AND WHEREAS said Deed of Conveyance dated 31/3/1971 duly registered with the office of sub registrar of Mormugao under registration no 167 at pages 335 to 358 Book I volume 9 dated 26/6/1971 Comunidade of Sancoale conveyed the said property in favour of Zuari Agro Chemicals.

ANDWHEREAS Zuari Agro Chemicals changed its name to Zuari Industries which was duly approved by the Registrar of Companies, Goa Daman & Diu , Panaji after having passed the necessary resolution in terms of Section 21 of the Companies Act 1956 which is further authorized and approved vide Fresh Certificate of incorporation dated 12/2/98.

AND WHEREAS Zuari Agro Chemicals entered into an Agreement for Development dated 10/11/2009 with M.Tech Developers Limited in respect of the Said Property and after

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receiving the entire price consideration by way of handing over the possession of the fourflats/apartments under 101,102,103 & 104 situated on the first floor in A4 block in the property bearing survey no 178/3 of Sancoale Village, said Zuari Agro Chemicals empowered and clothed Mr Mehinder Sharma with all the powers required to sell, transfer, assign and convey the said property vide Power of Attorney dated 10/11/2009.

ANDWHEREAS M. Tech Developers Limited were required to pay huge debt payable to the ANS Constructions Limited and owing to inability to pay the said debt which is duly shown in their respective books of account, M. Tech Developers Limited agreed to sell, transfer and assign the Said Property unto and favour of ANS Constructions Limited after negotiation and finalization and settling the price consideration of the said property.

ANDWHEREAS by an Deed of Sale dated 14/6/2013 duly registered with the sub registrar of Mormugao under registration no 1100 at pages 139 to 156 Book I Volume 1565 the Owners herein i.e. ANS Constructions Limited purchased the said property from Zuari Industries Limited and M. Tech Developers Limited for a total consideration of Rs 2,63,12,500/-.

AND WHEREAS the Owners herein i.e. after obtaining permission from concerned authorities i.e. Final NOC for Sub Division from Village Panchayat of Sancoale dated 14/3/19 bearing no VP/S/ 2018-19/2386, Development Permission from Mormugao Planning & Development Authority dated 21/12/18 bearing no MPDA/7- N-196/2018-2019/1173, Sanad dated 22/11/16 bearing no AC-I/MOR/SG/CONV/71/2016/12015 from the office of Collector South Goa District, Margao, Goa sub divided the Said Property described in the Schedule I herein below written into several sub divided plots.

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ANDWHEREAS the OWNERS have agreed by an Declaration Cum Confirmation dated 30/3/18 to sell and give for Development(Joint Venture) to the DEVELOPER herein plot identified as "A" total admeasuring an area of 1948.25 sq meters which plots are part and parcel of the property surveyed under survey no 178/1-A-L of Sancoale Village and duly approved by concerned authorities and more particularly described in the **Schedule I-A** herein below written for Development & Construction of Residential premises thereon including the premises which are reserved for the OWNERS described in schedule II herein below written i.e. in a ratio of 37.50 % to the OWNERS & balance of 62.50% to the DEVELOPER. The Owners Premises are shown in more details in **Schedule II** herein below written.

AND WHEREAS the OWNERS shall in consideration of allowing to the DEVELOPER to construct and develop residential dwelling units in the form of 1/2 BHK& Studio Apartments on the SAID PLOTS described in -Schedule I-A in accordance with the approved drawings shall construct and deliver free of cost to the OWNERS 37.50 % of the total constructed area of the plot described in Schedule I-A herein below written which allocation and measurement shall be shown by the DEVELOPER at the time of signing of the Agreement with the OWNERS in accordance with the architectural plan and RCC drawings as approved by the relevant authorities hereinafter referred to as **THE SAID OWNER'S PREMISES** described in more details in the **Schedule II** herein below written by this joint venture Agreement . The DEVELOPER shall deliver free of cost to the OWNER'S flat described in Schedule II herein below written as per the specification mentioned in **Schedule III**.

AND WHEREAS the OWNERS have agreed to grant the rights of the development of the SAID PLOTS described in Schedule I-A herein below written to the DEVELOPER for the above consideration and on the mutually agreed terms and conditions as set out herein below:-

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NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The OWNERS agree to grant rights of development of ALL THAT the SAID PLOT described in Schedule I-A herein below written strictly on 'as is where is' basis which is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE I-A hereunder written absolutely and forever unto and in favour of the DEVELOPER forthe consideration as appearing herein below:
2. The DEVELOPER shall construct and deliver, free of cost, to the OWNERS 37.50 % of the total constructed Area i.e. the SAID OWNER'S PREMISES more particularly described in the Schedule II-A herein below written as per the specification more particularly described in the **Schedule III** herein below written within a period of 42 months from the date of this Agreement. The DEVELOPER undertakes that all the required permission for starting development and constructions shall be obtained by the DEVELOPER regarding the SAID PLOTS described in Schedule II-A herein below and the entire construction shall be completed within aforementioned 42 months from the date of this agreement.
3. The DEVELOPER shall under normal conditions construct the SAID OWNER'S PREMISES as per the approved plan which is to be drawn and approved and the same shall be agreed by the OWNERS but subject to such variation and alteration in the said plans as deemed necessary by the DEVELOPER or their architect or as may be required by the concerned authority provided that the total built up area of the SAID OWNER'S PREMISES agreed to be constructed and delivered by the

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DEVELOPER shall not be reduced, altered or changed. The OWNERS hereby consents to all such variations and shall not be entertained to demand any compensation or deduction due to such variations subject to conveyance to the SAID OWNER'S PREMISES to the OWNERS as per the terms of this Agreement.

4. The GST or any other taxes imposed by the Government with regards to the flats allotted to the owners, if applicable after delivery of constructed flats, if any, shall be borne by the OWNERS exclusively as per the notification and the rate prescribed by the concerned department from time totime.

5. The OWNERS shall be informed by the Developer for inspection of the flats before taking possession of the said premises and if any defect / rectification is pointed out, the same shall be resolved within 7 days. On the DEVELOPER issuing a written notice to the OWNERS that the SAID OWNER'S PREMISES is ready for use and occupation, the OWNERS shall take the possession of flats. All amount due and payable if any by the OWNERS to the DEVELOPER on account of the amount towards additional items if any executed as per the written direction of the OWNERS in addition to the agreed specification at the SAID OWNERS PREMISE, shall be paid within 7 days. Subject to other terms of agreement which will be signed and executed later between the OWNERS & DEVELOPER, the DEVELOPER shall deliver the possession of the SAID OWNER'S PREMISES within 42 months from the date of this agreement.

6. The DEVELOPER shall not incur any liability if they are unable to deliver the SAID OWNER'S PREMISES by the date aforesaid by reason for all or any of the following.

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- i) By the reason of war, civil commotion , raw materials like sand , metal or any act of God or of the state.
 - ii) By the reason of delay in releasing water and electricity connection by the concerned department after obtaining Occupancy certificate.
7. In case for the reasons other than mentioned herein above, the DEVELOPER fails to handover the possessions of the flats to the OWNERS within 42 months from the date of this agreement , the DEVELOPER shall be liable to pay Rs 1,50,000/- per month a consolidated sum as compensation to the OWNERS upto delay till the time of possession However if the completion of the project is delayed by more than 18 months after expiry of initial 42 months, the OWNERS shall be at liberty to terminate the agreement, after charging Rs. 1,50,000/- per month since the date of this agreement.
8. The DEVELOPER shall comply with RERA Rules and Regulations and the project shall be duly registered under GOA RERA Authorities.
9. The DEVELOPER shall be at liberty to sell, assign transfer or otherwise deal with their right, title and interest in flats to be constructed and for this purpose authorized to enter into Buyer- Seller Agreement with flat buyers, to issue payment receipt, to demand further installment or to send any communication to the flat buyers with regard to flats allotted to the DEVELOPER as per this agreement. However the final sale deed in favour of flat buyers shall be executed by the OWNERS and DEVELOPERS Jointly.
10. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the SAID OWNER'S PREMISES agreed to be delivered or of the said property or any part thereof.

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11. The OWNERS hereby grant express permission to the DEVELOPER to commence pre-development activity in the SAID PLOT described in schedule I-A as a whole comprising of surveys, boundary perfection, layout of internal roads, amalgamation, sub-division, permission, license etc. from the concerned authorities without any objection of any nature whatsoever from the OWNERS.
12. The OWNERS will reserve the right to sell the said flats which are allotted as per the above consideration to them by the DEVELOPER described in schedule II herein below written along with the sale of remaining portion constructed by the DEVELOPER as their on the SAID PLOT described in schedule I-A.
13. The OWNERS hereby expressly permits the DEVELOPER to undertake, develop and construct units/premises in the SAID PLOT described in schedule I-A at the entire risk, cost, responsibility, liability and expense of the DEVELOPER and further has no objection for the DEVELOPER to agree to sell such constructions/units with proportionate land rights thereto to such purchasers/ buyers (except the SAID OWNER'S PREMISES) and the OWNERS shall not in any way interfere or obstruct or hinder the construction and right of the Developer to agree to sell of the units therein or any part of the development/building therein.
14. The OWNERS shall and will from time to time and at all times hereafter at the request of the DEVELOPER shall sign, execute and deliver all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring of the OWNERS right, title, interest in the SAID PLOT described in Schedule I- and in favour of the DEVELOPER subject to the DEVELOPER fulfilling the terms as to the handing over of the SAID PREMISES.

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15. At any time of signing of this Agreement, the OWNERS shall make, sign and execute such applications, petitions, documents, letters and declarations as are required by the DEVELOPER for the purpose of signing, executing and submitting all applications, drawings, plans and all such other documents that may be necessary to be signed or executed before for the concerned authorities for the purpose of constructions, development including obtaining and renewing permissions, licenses of constructions, NOC's and statutory approvals and certificates from the concerned authorities such as Municipal Council, Planning & Development Authority, Health Office, Dy. Collector or Addl. Collector, Village Panchayat, Fire Services, Departments of Electricity and Public Works etc. of the SAID PLOT described in schedule I-A but however the entire cost and expenses of all such applications, documents, petitions and declarations and building plans, licenses, architect, Engineer's fees shall be borne and paid exclusively by the DEVELOPER without any cost, risk, liability and/or obligation towards the OWNERS.

16. The OWNERS shall fully co-operate with the DEVELOPER to obtain necessary water, sewage and electricity connections as also occupancy/completion certificate of the construction/development undertaken in the SAID PLOT described in schedule I-A.

17. a) The OWNERS shall and the DEVELOPER shall cooperate with each other and the other premises holder/purchasers/buyers of units in the SAID PLOT **described in schedule I-A** in forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT **described in schedule I-A** and/or constructions

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DEVELOPER at his own cost, risk and expense to obtain approval, permission, sanction from appropriate Govt. Authorities and to undertake such development and/or construction thereon.

22. The DEVELOPER shall be free to sell any or all the units/ premises to be constructed other than the SAID OWNER'S PREMISES in the SAID PLOT described in schedule I-A to any person/s or party/parties of the DEVELOPER's own choice and upon such terms and conditions as the DEVELOPER deems fit, at their entire discretion and to appropriate the sale proceeds entirely for themselves subject to joint execution of final Sale Deed by OWNERS and DEVELOPER, except the SAID OWNER'S PREMISES and accordingly the OWNERS hereby authorize, empower and shall have no objection whatsoever for the DEVELOPER to enter into any type of agreement/s with person or persons of his own choice for the sale or disposal of such constructed units thereon or the undivided share in the SAID PLOT described in schedule I-A without any reference to the OWNERS and further the OWNERS agree to join to such agreement/s with the prospective purchaser/buyer of the units/undivided share in the SAID PLOT described in schedule I-A without any obligation liability cost or charges thereto.

23. All notices to be served on the DEVELOPER and the OWNERS shall be deemed to have been duly served if sent at their respective addresses mentioned above by Registered Post A.D. and the parties shall intimate the changes, if any of the respective parties to the other.

24. If at any time if there is any beneficial change in Floor Area Ratio (F.A.R) in the SAID PLOT described in schedule I-A then such increase in F.A.R will accrue to the benefit of the DEVELOPER and the OWNERS in the same proportion i.e. 62.5% and 37.5%.

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SCHEDULE I

All that property known as **COTAMBA**, total admeasuring an area of 21016sq mts situated in Sancoale, within the limits of Village Panchayat of Sancoale, Mormugao, Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Salcete and not enrolled in the Land Revenue Records and the property is presently surveyed under survey no 178 sub division no 1-A-L of Sancoale Village and is bounded asunder

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East: by road and remaining of property of survey no 178/1 of Sancoale Village

West: by road and remaining of property of survey no 178/1 of Sancoale Village

SCHEDULE I-A

(Description of Plot A)

All that plot no 'A' admeasuring an area of 1948.25 sq meters sq meters, which plot 'A' is part and parcel of the property described in schedule hereinabove written and surveyed under survey no 178/1-A- L and are bounded as under:-

North:- by plot no 13 of the same property

South:- by National Highway

East:- by 6 meters wide road & plot no. 8 & 9 of the same property

West:- by property bearing Sy . No. 178/1

Total Area of the Said Plot is 1948.25 sq meters

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Quero *M. Lach*

SCHEDULE II

FLOOR	FLAT NUMBER	SUPER BUILT UP AREA
First Floor	A1-104	60.79 Sq meters
First Floor	A1-105	61.96 Sq meters
First Floor	B1-101	59.44 sq meters
First Floor	B1-102	58.28 sq meters
First Floor	B1-105	35.18 sq meters
Second Floor	A1-201	65.65 sq meters
Second Floor	A1-202	37.5 sq meters
Second Floor	A1-203	62.82 sq meters
Second Floor	B1-206	61.61 sq meters
Second Floor	B1-207	61.47 sq meters
Third Floor	A1-304	60.79 sq meters
Third Floor	A1-305	61.96 sq meters
Third Floor	B1-301	59.44 sq meters
Third Floor	B1-302	58.28 sq meters
Third Floor	B1-305	35.18 sq meters
Fourth Floor	A1-401	63.67 sq meters
Fourth Floor	A1-402	37.5 sq meters
Fourth Floor	A1-403	60.79 sq meters
Fourth Floor	B1-406	58.71 sq meters
Fourth Floor	B1-407	59.06 sq meters

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M. H. S.

SCHEDULE III

DEVELOPERS BUILDING SPECIFICATION AND AMENITIES

1. **STRUCTURE:** The proposed building consist of a reinforced cement concrete structure. The masonry in superstructure shall be 23cm laterite in cement mortar 1:5
2. **PLASTER:** The internal plaster shall be in one coat of cement mortar 1:4 and shall be finished with neeru. The external plaster in two coat of cement mortar 1:5
3. **FLOORING.** The flooring for bedroom, kitchen and hall shall be of vetrified tiles. The toilets and WC walls shall have light colored ceramic/glazed tiles up to 2mtrs height and floor of toilet and WC shall also be of ceramic tiles.
4. **RCC LOFT:** in kitchen shall be provided.
5. **KITCHEN.** the kitchen shall be provided with granite platform supported on kadappa supports with single bowl steel sink and ceramic tiles up to a height of 60 cm shall be provided over the platform.
6. **WINDOWS:** windows shall be of grills and balcony shall be of laterite masonry and RCC/ MS Railing.
7. **STAIRCASE:** staircase shall be of hand railing MS Steel.
8. **DOORS:** Main door to the flat leaving area shall be of teak wood and finished in French polish. All door frames of bedroom and balconies shall be of sal wood or equivalent 4 X 2 ½ size bedrooms and balcony shutter shall be of 30mm thick good quality flush door painted with white oil paint. Bathroom door shall be of FRP. The windows of the building flat shall be aluminium sliding

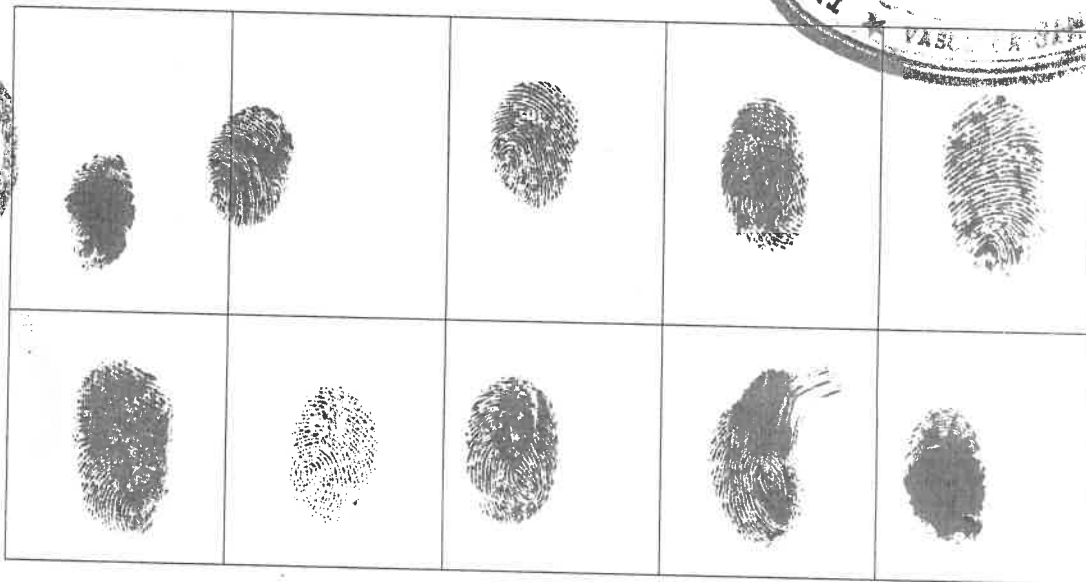
...18/- *

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SIGNED AND DELIVERED
BY WITHINAMED THE OWNERS
ANS CONSTRUCTIONSPRIVATELIMITED,
Represented by its Deputy General Manager
MR. GURUNATH DHAKU NAIK



(Signature)

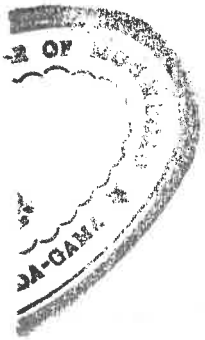
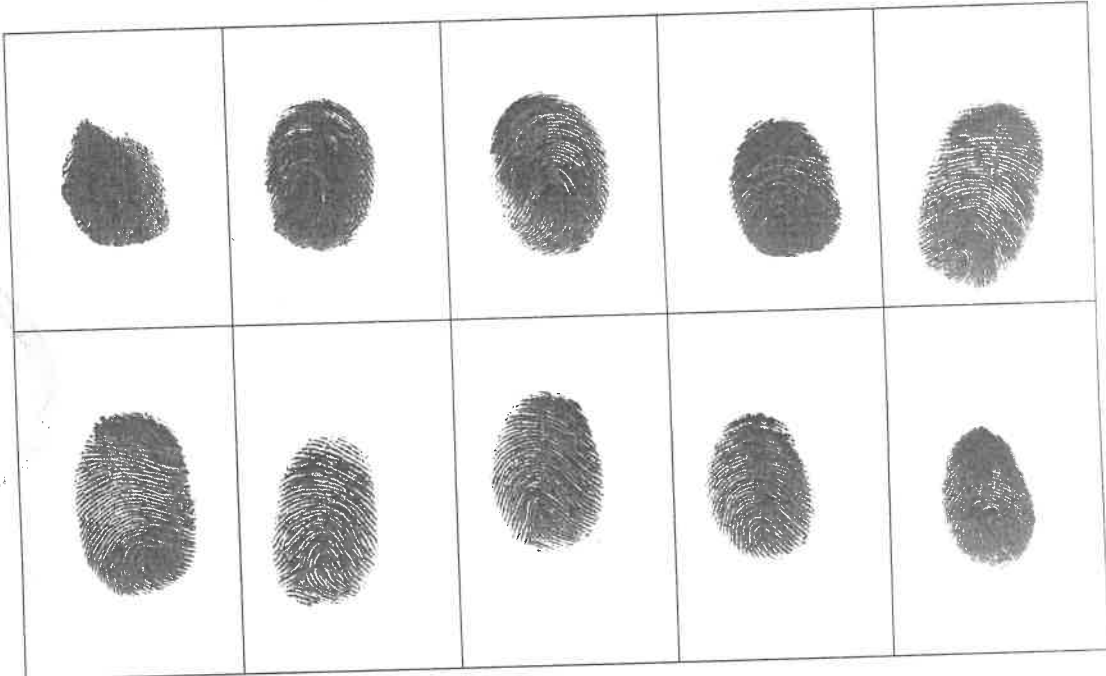


...20/-

SIGNED AND DELIVERED
BY WITHINAMED THE
OWNERS CUM DEVELOPER
SIDDHARTH CONSTRUCTIONS
Proprietorship concern of
MR. MILIND SUBHEDAR

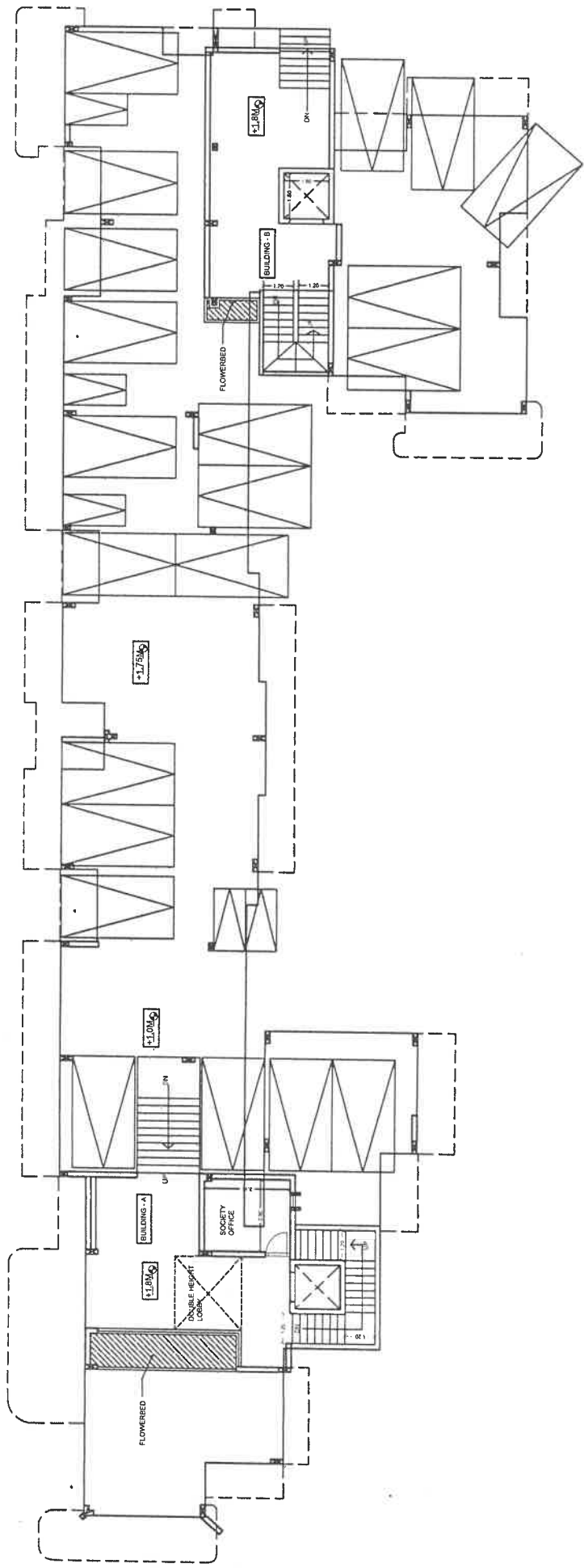
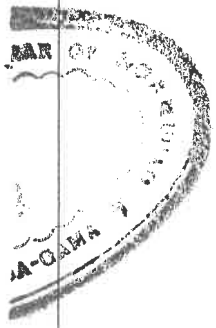
Milind
(Signature)



THE WITNESSES:-

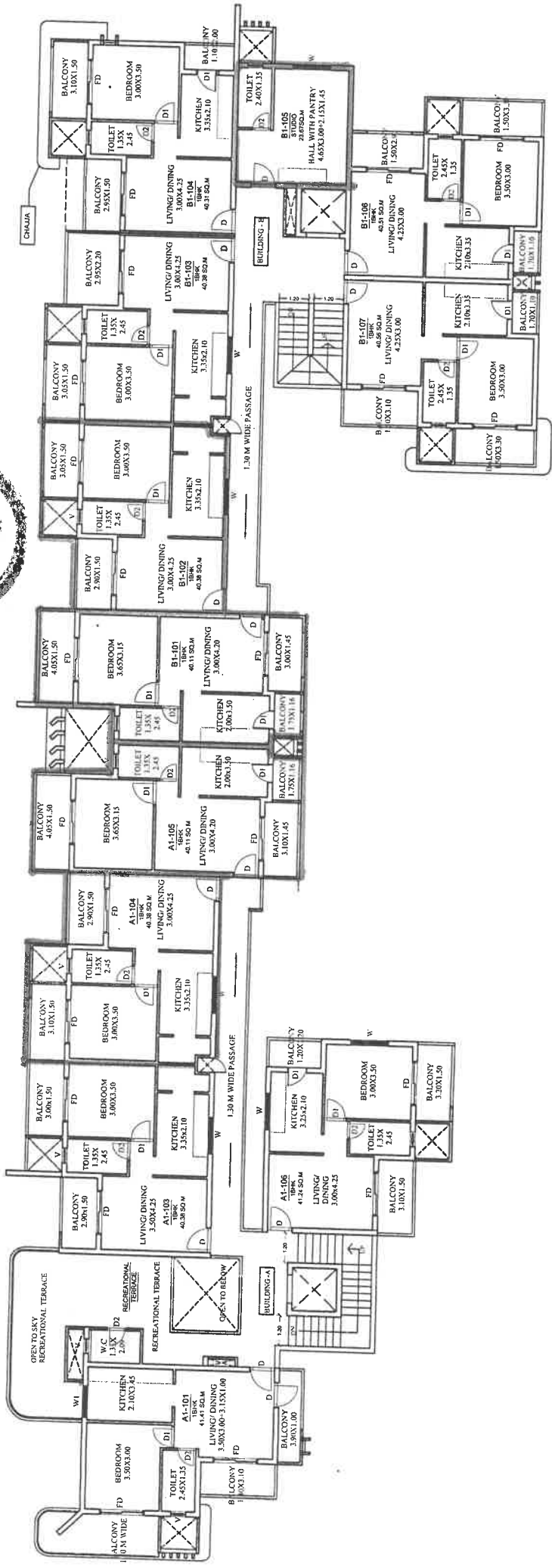
1. Amey Shebge *Amey*
2. Tiana Fernandes *Tiana*

Amey Milind



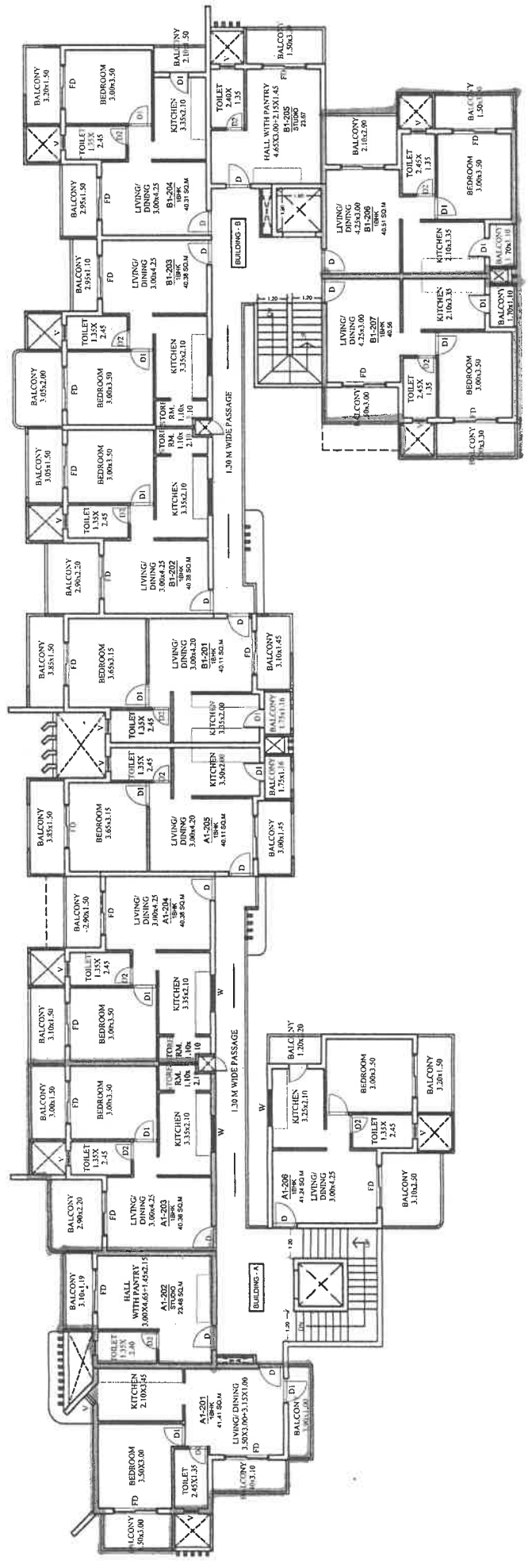
STILT/ GROUND FLOOR PLAN

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M. S. S.



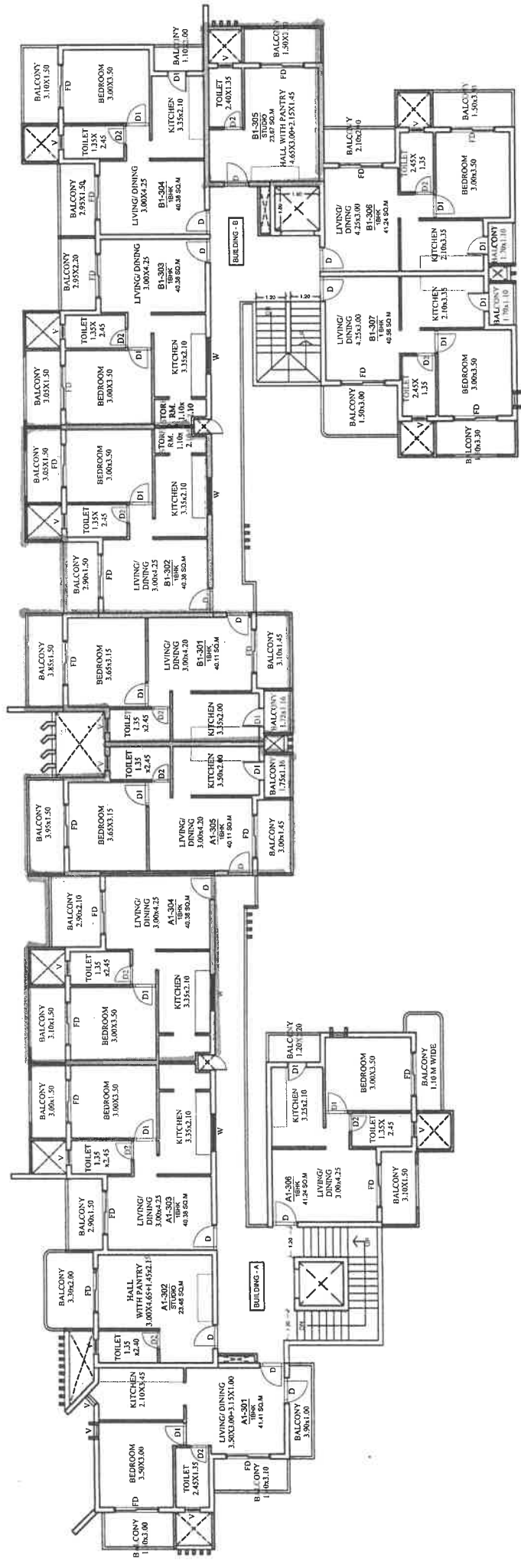
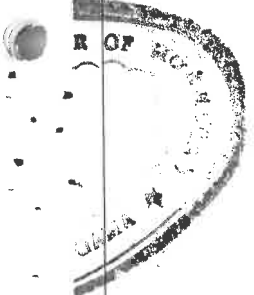
FIRST FLOOR PLAN

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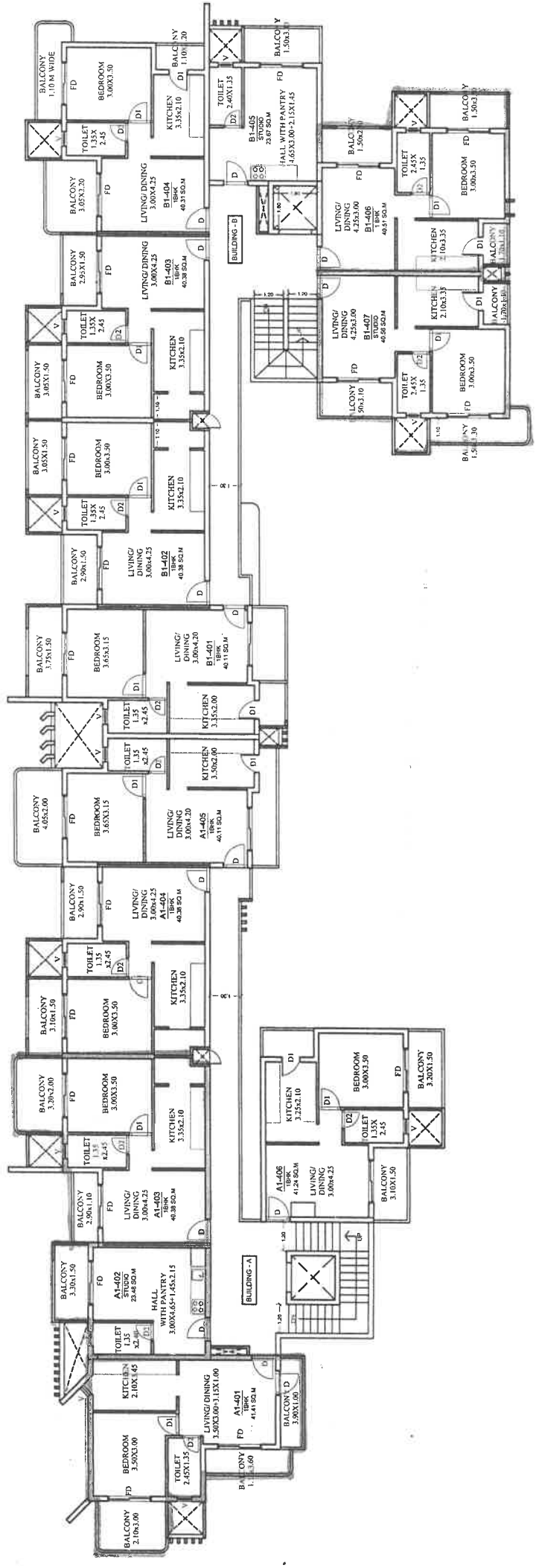
SECOND FLOOR PLAN

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14/08



THIRD FLOOR PLAN

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FOURTH FLOOR PLAN

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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 16-Sep-2019 11:09:29 am

Document Serial Number :- 2019-MOR-1809

Presented at 11:09:01 am on 16-Sep-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	649700
2	Registration Fee	784060
3	Processing Fee	340
Total		1434100

Stamp Duty Required :649700

Stamp Duty Paid : 649700

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Milind Subhedar ,S/o - D/o Sharad Krishnarao Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Housing Board Colony Baina Vasco Da Gama, Address2 - , PAN No.: [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Milind Subhedar ,S/o - D/o Sharad Krishnarao Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Housing Board Colony Baina Vasco Da Gama, Address2 - , PAN No.: [REDACTED]			
2	Gurunath Dhaku Naik ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - E2B1 Extension Mohan Cooperative Industrail Estate Mathura Road New Delhi, Address2 - , PAN No.: [REDACTED]			

Witness:

I/We individually/Collectively recognize the Purchaser, Owner,

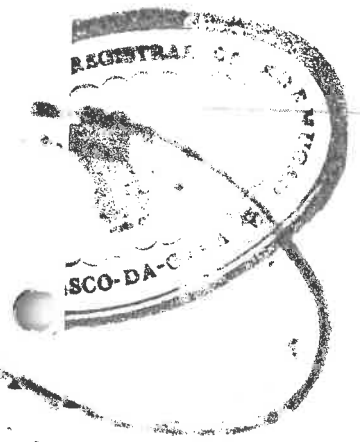
Sr.NO	Party Name and Address	Photo	Thumb	Signature
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1	Ameye Anand Shetye, 38 , ,9822381919 , Advocate , Marital status : Married 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa			
2	Thania C Fernandes, 24 , ,8698085611 , ,Service , Marital status : Married 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa			



Sub Registrar

SUB - REGISTRAR
MORMUGAO



Document Serial No:-2019-MOR-1809

Book :- 1 Document
Registration Number :- **MOR-1-1774-2019**
Date : 17-Sep-2019



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)
SUB - REGISTRAR
MORMUGAO